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Form 94-1 (1-1-78)

TRUST DEED

INSTALLMENT

VARIABLE RATE

ADJUSTABLE PAYMENT

THE ABOVE STATE FOR RECORDER'S USE ONLY

THIS INSTRUMENT MADE **November 15 1989** by **Harris Bank Barrington, National Association (Formerly named The First National Bank and Trust Company of Barrington)**, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated **12/8/78** and known as trust number **11-3962**.

Harris Bank Barrington, National Association,

A National Banking Association doing business in Barrington, Illinois hereinafter referred to as TRUSTEE, witnesseth THAT WHEREAS the undersigned is duly indebted to Harris Bank Barrington, National Association hereinafter referred to as Lender under the National Mortgage Act, 1934, and Lender of the legal title to the property being mortgaged to its Holders of the Note in the principal sum of **One Hundred Nine Thousand Two Hundred Ninety-Two and 14/100** Dollars

evidenced by certain Note of the Mortgagors of even date herewith made payable to Harris Bank Barrington, National Association and delivered to and by which said Note the Mortgagors promise to pay the principal sum of **109,292.14** plus interest on the balance of principal from time to time unpaid at the rate of **-0-** percent per annum in excess of the Lender's Prime Interest Rate from time to time in effect, payable in **97 monthly** installments of **\$ 1,680.00** each, except as adjusted, beginning on **12/15/89** and on the same day of each **month** thereafter. The payments shall be a grade higher than **12/15/90** **15/15** **year** **monthly**

payments shall be adjusted by written agreement to insure and for the then outstanding principal balance due on said Note and for the new monthly payment necessary to amortize the outstanding principal balance over the remaining term of the Note. If under said payments prior to any adjustment are insufficient to pay in full the interest due on said Note, said interest due shall be added to the principal balance due on said Note before calculation of adjusted monthly payment contemplated herein. All installment payments received on said Note shall be applied first to the payment of interest accrued to the date of the installment and the amount remaining from an installment after application of interest shall be applied in reduction of unpaid principal. The term of said Note will be computed based upon a 365 day year for the actual number of days elapsed from date of

execution of this instrument. The interest being made payable at such banking hours at the Company in Barrington, Illinois as the Lender may determine from time to time in writing appoint, and in absence of such appointment then at the office of **Harris Bank Barrington, N.A.** in said CITY **Barrington, Illinois.**

Now Therefore the Mortgagors do hereby certify that the said principal sum of money and said interest are due to the Lender with the terms, provisions and limitations of this Trust Deed and the said Note and that the Mortgagors do hereby agree to pay to the Lender the sum of One Dollar in hand paid to the Lender as a condition precedent to the recording of this Deed and WARRANT to the Trustee, its successors and assigns, the following described Real Estate

County of **Cook** AND STATE OF ILLINOIS

SEE RIDER ATTACHED

83889115

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5. The Trustee or the holders of the note, or any person acting for either of them, may do as according to any estimate procured from the appropriate authorities and may do as if the same were correct, and the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note and without notice to Mortgages, all unpaid indebtedness secured by this Trust deed shall, in the event of default in the performance of the Trust deed to the contrary hereof, become due and payable immediately in the case of default in making payments for any installment of principal or interest in the event of a default which shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Trustee or the holders of the note, or any person acting for either of them, may do as according to any estimate procured from the appropriate authorities and may do as if the same were correct, and the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.

Property of Cook County Clerk's Office

STARRS

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8959115

IT IS HEREBY CERTIFIED THAT

... the Mortgages do hereby express release and ... such time as Mortgages may be referred to ... and on a party with said real estate and not separately) and all apparatus, equipment or articles ...

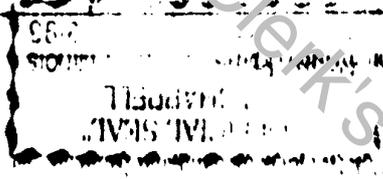
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Property of Cook County Clerk's Office

SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF

3549105



12/3/87

JOHN A. MURPHY, TRUST OFFICER

John A. Murphy, Land Trust Officer

Handwritten signatures and stamps, including a circular stamp with 'EX 11' and '12/3/87'.

SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF

3549105

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Property of Cook County Clerk's Office

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE (AS DEDICATED BY INSTRUMENT RECORDED SEPTEMBER 23, 1957 AS DOCUMENT NUMBER 17017938) WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 18; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE, A DISTANCE OF 23.0 FEET; THENCE WESTERLY ALONG A LINE 23.0 FEET NORTH OF (AS MEASURED PARALLEL WITH AND PERPENDICULAR TO) SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, A DISTANCE OF 260.0 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 228.91 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH SAYRE AVENUE AS SHOWN ON PLAT RECORDED OCTOBER 16, 1962 AS DOCUMENT NUMBER 18618030; THENCE NORTHERLY ALONG SAID EAST LINE OF SOUTH SAYRE AVENUE, A DISTANCE OF 200.0 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, A DISTANCE OF 228.91 FEET TO A POINT 260.0 FEET WEST OF SAID WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE, A DISTANCE OF 200.0 FEET TO THE POINT OF BEGINNING EXCEPT THE WEST 14 FEET OF SAID TRACT, AND EXCEPT THE EAST 107.33 FEET AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF OF SAID TRACT, IN COOK COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE (AS DEDICATED BY INSTRUMENT RECORDED SEPTEMBER 23, 1957 AS DOCUMENT 17017938) WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 18; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE, A DISTANCE OF 23.0 FEET; THENCE WESTERLY ALONG A LINE 23.0 FEET NORTH OF (AS MEASURED PARALLEL WITH AND PERPENDICULAR TO) SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, A DISTANCE OF 260.0 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 228.91 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH SAYRE AVENUE AS SHOWN ON PLAT RECORDED OCTOBER 16, 1962 AS DOCUMENT 18618030; THENCE NORTHERLY ALONG SAID EAST LINE OF SOUTH SAYRE AVENUE, A DISTANCE OF 200.0 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, A DISTANCE OF 228.91 FEET TO A POINT 260.0 FEET WEST OF SAID WEST RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE OF SOUTH NEW ENGLAND AVENUE, A DISTANCE OF 200.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN

PARCEL 1:

Order to Junior Mortgage Trust Deed dated 11/15/89 in the amount of \$109,292.14. This property is contained in Bart's Bank Burlington, N.A. Land Trust No. 11-3962.